

PROCUREMENT & MATERIALS  
MANAGEMENT DIVISION

100 N. ANDREWS AVENUE  
FORT LAUDERDALE, FL 33301

Ph: (954) 828-5140; Fax: (954) 828-5576

CITY OF FORT LAUDERDALE  
INVITATION TO BID

e-mail: [purchase@ci.fort-lauderdale.fl.us](mailto:purchase@ci.fort-lauderdale.fl.us)

ITB NO. 432-8884

ISSUE DATE: 5/8/03

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**BIDS MUST BE RECEIVED  
PRIOR TO 2:00 P.M.**

**ON: May 29, 2003**

TITLE: JANITORIAL RESTROOM MAINTENANCE (ANNUAL CONTRACT)

PROCUREMENT SPECIALIST: David E. Nash, CPPO, CPPB

DEPT: Parks

CONTACT FOR TECHNICAL QUESTIONS: Gina Rivera

PHONE: (954) 828-5786

**Bidder Must Complete the Following:**

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05)
City, State, Zip (+4) (See General Conditions Section 1.01)	Yes _____ No _____ Other _____
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (section 1.06)
Area Code and Telephone No. ( ) _____ ( 800 ) _____	Web site address: <a href="http://www/">http://www/</a> _____
FAX ( ) _____ e-mail: _____	NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) _____% , net _____	Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____
<p><b>How to Submit Bids/Proposals:</b> It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Purchasing Division, 6<sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. <b><u>Do not submit by facsimile. Facsimile bids will not be accepted.</u></b></p> <p>Each bid envelope must be sealed with the following information stated on the <b><u>OUTSIDE</u></b> of the envelope:</p> <p><b>BID/RFP No.</b> 432-8884    <b>Title:</b> Janitorial Restroom Maintenance (Annual Contract)    <b>Opens:</b> 5/29/03 2:00 PM</p>	
<p><b>Vendor Certification:</b> I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.</p>	
Signature of Authorized Representative	Title (Typed or Printed)
Name of Authorized Representative (typed or printed)	Date

# City of Fort Lauderdale

## GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

### **PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in it's purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### **1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

#### **Part II DEFINITIONS/ORDER OF PRECEDENCE:**

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.  
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.  
BID – a price and terms quote received in response to an ITB.  
PROPOSAL – a proposal received in response to an RFP.  
BIDDER – Person or firm submitting a Bid.  
PROPOSER – Person or firm submitting a Proposal.  
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.  
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.  
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.  
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

#### **PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

## **PART I – INFORMATION/SPECIAL CONDITIONS**

### **1.01. Purpose**

The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, for an annual contract **to furnish all labor, materials, and equipment to provide janitorial maintenance services in various Park restrooms** as specified within this document for the Parks & Recreation Department in full accordance with the specifications, terms, and conditions contained in this Invitation To Bid (ITB).

### **1.02. Information or Clarification**

For information concerning procedures for responding to this ITB, contact Procurement Specialist II, David Nash at (954) 828-7816. For information of a technical nature, contact the Contract Administrator, Gina Rivera, at (954) 828-5786. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

### **1.03. Questions and Addendum**

Any questions that bidders wish to have addressed and which might require an addendum must be submitted to the Purchasing Department in writing at least 7 days prior to bid due and open date. If required, written addendum will be issued within 2 days to all proposers who have received a copy of this Invitation To Bid (ITB). To facilitate receipt of questions they may be sent via FAX to (954) 828-5576, Attn: David Nash or by e-mail to [daven@ci.fort-lauderdale.fl.us](mailto:daven@ci.fort-lauderdale.fl.us). **PLEASE NOTE: No portion of your bid response can be sent via FAX.**

### **1.04. Site Visit and Inspection**

It shall be the full responsibility of the bidder to visit and inspect all locations **prior** to submission of a bid. No variation in price or condition shall be permitted based on a claim of ignorance. Submission of a bid is evidence that the bidder has familiarized himself with the nature and extent of the work and any conditions that may, in any manner, effect the work to be done and the labor, materials and equipment required. Bidders may contact the Contract Administrator Gina Rivera at (954) 828-5786 with any questions regarding the locations specified below.

### **1.05. Competency of Bidders**

Bids will be considered only from firms who are regularly engaged in the business of providing the goods and/or services described in the Invitation to Bid and have been doing so for a period of not less than two years. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time, have sufficient financial support and manpower to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein.

### **1.06. Performance**

It is the intention of the City to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Contractor must be able to perform

as required under the Scope of Services below. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the using department or city residents.

#### **1.07. Contract Term**

The initial contract term is for one (1) year and is expected to begin on or June 1, 2003. The City reserves the right to extend the contract for four (4) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City.

#### **1.08. Cost/Award**

Bidder will quote a firm, fixed cost per location listed below in Part II - Technical Specifications/Scope of Service. It is the City's intent to make an award to the bidder quoting the lowest total cost for all locations listed and meeting or exceeding the specifications contained herein. However, the City reserves the right to award in total, by group or by individual locations separately within the group. The City reserves the right to compare specific items, at its discretion, to determine the low responsible bidder. Tie bids will be decided by established City policy. A copy of the bid tabulation will be sent to any vendor who provides a self-addressed, stamped envelope with their bid. Approximately ten (10) days after bid opening, the bid tab may also be viewed at [www.ci.fort-lauderdale.fl.us/purchasing/index.htm](http://www.ci.fort-lauderdale.fl.us/purchasing/index.htm).

#### **1.09. Cost Adjustments**

Costs for all services provided under this contract shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the contractor a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled by the City upon giving thirty (30) days written notice to the Contractor.



### **1.10. Service Test Period**

Prior to awarding this contract, the City may require a test period to determine if the Contractor can perform in accordance with the requirements of the contract and to the City's satisfaction. Such test period can be from 30 to 90 days and will be conducted under all terms, conditions and specifications contained in this ITB. A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another one.

### **1.11. Insurance**

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "Additional Insured" with relation to Commercial General Liability Insurance. Any costs for adding the City as "Additional Insured" will be at the Contractor's expense.

Workers' Compensation & Employer's Liability Insurance

Limits: Workers' Compensation: Statutory

Employer's Liability: \$100,000.00

Commercial General Liability Insurance

Limits: Combined Bodily Injury/Property Damage: \$500,000.00

Comprehensive Automobile Liability - Owned, Leased and Hired Vehicles

Limits: Combined Bodily Injury/Property Damage: \$300,000.00

A copy of your **current** Certificate of Insurance should be included with your bid. In the event that you are the successful bidder, you will be required to provide a Certificate naming the City as an "Additional Insured."

### **1.12. Lobbying Activities**

Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 regarding Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.ci.fort-lauderdale.fl.us/documents/index.htm>

### **1.13. Records Maintenance and Audits**

The City reserves the right to view the accounts and financial records with respect to the services performed under this contract. Records shall be kept separate and identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Internal Auditor, or representative for inspection and audit all records and files for the duration of the contract including any extension terms plus two (2) years. Such records shall be maintained, as an independent certified public accountant would need to examine, in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

#### **1.14. Selling or Transferring Contract**

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City.

#### **1.15. General Conditions**

Except as noted in the Special Conditions above, all terms and conditions of the attached General Conditions, pages 2-7, are included by reference.

### **PART II – SCOPE OF SERVICE**

#### **2.01. General**

The successful bidder, as Contractor, shall furnish all manpower, materials, supplies and equipment as necessary to properly maintain and provide janitorial services in the areas of responsibility as specified within this document for the Parks & Recreation Department in full accordance with the specifications, terms, and conditions contained in this Invitation To Bid (ITB).

#### **2.02. Responsibilities**

##### **Initial Cleaning Requirement**

The Contractor, in addition to the initial month's services, shall bring all facilities up to contract standards during the first month of the contract. This initial cleaning will be in addition to routine cleaning tasks, but will not be billable as additional work performed. Failure to successfully complete this initial phase may be a determining factor in discontinuing the services under the contract.

All cleaning methods used to perform the cleaning outlined in the specifications must be those that are universally accepted in the cleaning maintenance field. Also, each cleaning function shall be completed in a professional manner and performed in their entirety in accordance with the specifications

##### **Periodic Cleaning Schedule**

Cleaning that is specified to be performed weekly, bi-weekly, monthly and quarterly must be pre-scheduled by the Contractor. The Contractor must forward in writing to the Contract Administrator, or his designee, a list of cleaning services to be performed in accordance with the specifications.

The frequency of cleaning listed in the specifications must be performed as specified unless modified in writing by the Contract Administrator or designee.

#### **2.03. Failure to Perform**

Failure of the contractor to perform as described, or not complete all activities as required and as provided herein, shall be just cause for the assessment of damages, as described below, and such damages shall be considered, not as a penalty, but as liquidation of damages sustained.

The Parks & Recreation Department Contract Administrator, or designee will perform

inspections of each area to ascertain compliance to the specifications. If any deficiencies are found, a janitorial inspection report will be communicated to the Contractor noting required corrections.

In the event the contractor shall not have completed all of the required daily, weekly or monthly services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies during the following scheduled work day. These corrections must be completely performed in accordance with the specification requirements. If they are not, a deduction for the total daily cost for that location will be subtracted from the Contractor's monthly invoice.

Failure of the Contractor to appear on any scheduled workday without the advance approval of the Parks & Recreation Contract Administrator or designee shall result in the deduction of the total daily cost for that location.

These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Deductions will be applied in accordance with the Contractor's bid proposal form "prices." A full deduction "price" will be levied against the Contractor each time cleaning is not performed in full accordance with work specifications, whether it is to be performed daily, weekly, bi-weekly, monthly or quarterly. Such deductions will continue until said cleaning is properly performed or the contract is cancelled.

Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be, in the nature of a penalty.

#### **2.04. Contractor's Personnel**

Contractor's employees are to present a professional appearance. They shall be neat, clean, well groomed, courteous, properly uniformed and conduct themselves in a respectable manner while performing duties and while on City property.

The contractor shall provide the City with a listing of all personnel assigned to the contract. In addition, the Contractor shall provide a listing of names, emergency telephone numbers and beeper numbers of supervisory personnel assigned to the contract. It will be the Contractor's responsibility to keep this list up to date.

The Parks & Recreation Department Contract Administrator or designee may request that the Contractor remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

#### **2.05. Supervision**

The Contractor is solely responsible for the actions of his employees. The Contractor must supervise employees and ensure they perform all services as described. It is the responsibility of the Contractor to notify the Contract Administrator or designee if employees are unable to perform the work, or if it is not performed according to the requirements. Adequate personnel shall be provided to insure that each location is properly cleaned and all of the tasks are completed.

Contractor shall provide an adequate number of trained and qualified supervisors capable of

providing the necessary supervision to satisfy the contract during all service hours. The supervisor shall be accessible to employees at all times and be responsible for monitoring personnel activities and resolving any service problems with designated City staff. Each supervisor shall be capable of verbal and written communication in the English language and shall be able to effectively communicate with the service workers.

By signing this proposal, the Contractor confirms that a supervisor will be available during all service hours.

## **2.06. Unauthorized Personnel**

The Contractor's employees are not to be accompanied in their work areas on City premises by acquaintances, family members, or any other person unless said individual is an authorized Contractor employee. The City of Fort Lauderdale prohibits teenagers, minors, or children from working in City-owned buildings under this Agreement.

## **2.07. Materials/Equipment**

The Contractor shall provide all **toilet tissue, hand towels, hand soap, urinal blocks, urinal plastic screen holders and trash can liners for trash receptacles, as well as cleaning supplies and equipment** as required to properly maintain the facilities and areas in an acceptable condition. There must be at least two rolls of toilet tissue in each bathroom stall at all times. Materials and supplies shall include all required maintenance and cleaning products, including, but not limited to: cleaners, disinfectants, bleach, grout and floor care cleaners and protective coatings, etc. It shall also include brooms, mops (wet and dry/dry dust mops), mop handles, dust mop handles, dust pans, bowl mops, bowl brushes, putty knives, dusters, sponges, rags, window squeegees, floor pads, rubber gloves, spray bottles, floor machines, vacuum cleaners, etc., needed to perform the cleaning. The City **will not** provide any materials or equipment under this contract. However, the City is responsible for the mechanical operation of the restrooms and any required repairs to toilets, dispensers, lighting or holders, etc.

## **2.08. Janitorial Monitoring System**

The Parks & Recreation Department Contract Administrator or designee reserves the right to employ a method(s) of janitorial monitoring. This method(s) may include, but is not limited to sign-in sheets and/or time punch instruments. If a time punch instrument is issued, it is the responsibility of the contractor to ensure it is properly cared for. Any lost or damaged apparatus will be deducted from the contractor's payment. The janitor must use the instrument upon entering and exiting the facility. Time punch instrument(s) must be taken to the Parks & Recreation Parks Shop once each week or as designated by the Contract Administrator.

If a weekly sign-in sheet is used, the Contractor shall provide the Parks & Recreation Contractor Administrator or designee with a legible original signed attendance/sign-in sheet each Monday, or as designated by the Contract Administrator, for each location serviced. The sign-in sheet must contain the name of janitor, date, location of service and well as the beginning and ending time for each location each day for each week of service. The service times shall be in accordance with the work schedule proposed by the contractor. The sign-in sheet shall verify all hours worked, and serve as a documented personnel attendance log.

## **2.09. Safety**

The Contractor shall be responsible for instructing employees in safety measures considered appropriate. In addition, the Contractor shall not permit the placing or use of mops, brooms or other equipment in traffic lanes or other locations in such a manner as to create safety hazards. If the nature of the work requires it, the Contractor will place appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. Contractor's employees shall be required to interrupt their work at any time to allow the passage of City personnel.

The Contractor shall ensure that all employees have been trained and have access to Occupational Safety and Health Administration (OSHA) Exposure to Blood borne Pathogens Rule 29 CFR1910.1030. The Contractor shall ensure that personal protection equipment is provided and decontamination/disposal guidelines are in compliance.

All equipment used in the cleaning operation of any Parks & Recreation building must be in good safe operating condition as required by OSHA. Equipment with broken or exposed electric wires will not be used. Upon completion of the workday, all equipment will be properly stored or removed from the facility. Nothing will be left out in the open.

By signing this proposal, the bidder certifies that all material, equipment, etc. contained in his bid meets all OSHA requirements. Bidder further certifies that, if he is the successful bidder, and the material, equipment, etc. is subsequently found to be deficient in any OSHA requirement, all costs necessary to bring the material, equipment, etc. in compliance with the aforementioned requirements shall be borne by the bidder.

Contractor's employees must use protective clothing or gloves when handling harsh skin irritating chemicals.

All floor finishes, floor sealer, floor stripper, grout cleaners, germicidal cleaner, disinfecting cleaner, carpet cleaner, supplies, detergents, spotter, metal and wood polishes, etc. must be registered with the United States Department of Agriculture.

All supplies must be used in accordance with the manufacturer's recommendations and instructions. All containers must be labeled with the manufacturer's brand name, name of product, and its recommended use.

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must be made available upon request.

## **2.10. Schedule of Services**

The janitorial services listed below are required at the designated facilities on the basis of the suggested cleaning times indicated. Service at specified locations shall include cleaning of restrooms, restroom lobby/entrance areas and janitorial closets.

### **Daily**

- a. Empty all trash receptacles and replace plastic bag liners.

- b. Sweep and mop all flooring with a disinfectant cleaner and rinse flooring; prespot clean any dirt or stains with appropriate cleaners and solvents as needed to maintain an acceptable appearance.
- c. Replenish hand towels, toilet tissue, and soap dispensers. There must be a minimum of two rolls of toilet tissue in each stall at all times.
- d. Clean all mirrors.
- e. Clean and disinfect all basins, sinks and counter tops.
- f. Clean inside and outside of all toilets & urinals with disinfectant.
- g. Remove any debris, fecal matter, trash, cigarette residue, gum, food, dirt, and graffiti from walls, partitions, floors, sinks and toilets.
- h. Check all toilets, urinals, sinks, hand dryers, light fixtures, and soap dispensers to make sure they are operational; report inoperative equipment to the Contract Administrator.
- i. Replace all urinal blocks ensuring plastic wrappers are completely removed; urinal blocks must be placed in plastic screen holders.

### **Weekly**

- a. Clean all interior glass, windows, window frames, and sills with a damp cloth.
- b. Clean all non-glass doors and door frames.
- c. Wipe down all shelving with a damp cloth.
- d. Clean and disinfect all showers (if applicable).
- e. Clean all locker tops (if applicable).
- f. Clean all walls; clean tile walls with a non-toxic tile cleaner.
- g. Clean all chrome, stainless steel or metal railings, fixtures and metallic wall panels with stainless steel cleaner/polish.
- h. Clean all blinds, wall plates, and door hardware.

### **Monthly**

- a. Dust and clean all exhaust, air conditioning registers and air return vents.
- b. Clean any spider webs from corners or ceilings.
- c. Clean baseboards.
- d. Clean tile floor grout.
- e. Clean trash receptacles.

## **2.11. Areas of Responsibility**

The Contractor shall perform services on each of the specified days, including holidays. If the restroom is not accessible to the Contractor, it is the responsibility of the Contractor to notify the Contract Administrator or designee and to perform the regularly scheduled services on the next available workday following the holiday closure.

The following is a listing of facilities, the suggested times for completion of service, and the required service frequency. The Contract Administrator or designee must approve any deviations from the suggested service times.

<u>Location</u>	<u>Frequency</u>	<u>Suggested Service times</u>
-----------------	------------------	--------------------------------

1.	Palm Aire Village Park restroom 6401 NW 21 Avenue One set (men & women restrooms)	7 days per week one cleaning per day	11:00 AM
2.	South Beach 600 South A1A One set	7 days per week 3 cleanings per day	8:00 am, 12:00 pm 8:00 pm
3.	Floranda Park 5100 NE 14th Way One set	7 days per week one cleaning per day	10:00 am
4.	Jimmy Everett Tennis Center 1200 S. Holiday Park Circle One set (including locker-room & shower)	7 days per week one cleaning per day	M–F btwn 3-5 pm or after 7 pm, Sat-Sun after 12 pm
5.	Mills Pond Park 2201 NW 9 Avenue One set	7 days per week one cleaning per day	9:00 am

## **2.12. Work Schedules**

Prior to beginning this service, the contractor must submit a work schedule containing the proposed times for each service. The Contract Administrator must approve the work schedules.

## **2.13. Frequency of Servicing**

It is the City's intent to make contractors aware of special events that may increase restroom traffic and the subsequent use of restroom supplies. These events may include, but are not limited to: sporting events, games and activities at all parks; musical festivals, arts & craft and trade shows; and the Air & Sea Show, Boat Show, July 4<sup>th</sup> and Easter activities at South Beach restrooms. Contractors must consider special events when computing their weekly rate. In the event an extra cleaning(s) becomes necessary, the payment rate will be determined by computing the daily or per service rate from the contractor's weekly rate for that location.

Some degree of flexibility on the part of both parties involved in this contract will be required to achieve the quality of maintenance desired by the City of Fort Lauderdale. If, due to special events, inclement weather or other acts of God the service is not performed according to schedule, make-up servicing shall be rescheduled as soon as possible. The City of Fort Lauderdale reserves the right to revise the frequency for weather, fiscal, or budgetary reasons.

## **2.14. Damage to Public and/or Private Property**

Contractor shall notify the Contract Coordinator of any damage and/or vandalism to City property. Damage not caused by the Contractor or any of its employees must be reported to the Contract Coordinator within 24 hours of observation.

Extreme care shall be taken to safeguard all existing facilities, on or around the job site while in

the performance of these duties. Damage to public and/or private property caused by the Contractor or employee(s) of the Contractor, shall be the responsibility of the Contractor and shall be replaced or repaired by the Contractor at no additional cost to the City. If the Contractor has not repaired or replaced damaged property within 24 hours, the City reserves the right to correct the situation and deduct all charges from the Contractor's invoice.

## **2.15. Contract Coordinator**

The City will designate a Contract Coordinator whose principal duties shall be to:

- Act as the City's liaison with the Contractor.
- Coordinate and approve all work under this contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document any findings.
- Review and approve for payment all invoices for work performed or items delivered.

## **2.16. Contractor Performance Reviews and Ratings**

The City Contract Coordinator shall develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance ratings as follows:

<b>Excellent</b>	Exceeds requirements.
<b>Good</b>	Meets requirements.
<b>Fair</b>	Barely meets requirements.
<b>Poor</b>	Does not meet all requirements and contractor may be subject to penalty provisions under the contract.
<b>Non compliance</b>	Either continued poor performance after notice has been given or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation-for-cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of any contract extension.

## **2.17. Deletions or Modification of Services**

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the Contractor and the City agree on modifications or revisions to the task elements after the City has approved work to begin on a particular task or project and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.



## **2.18. Cost Itemization**

The Contractor will only receive payment for the number of maintenance services completed prior to submitting a monthly invoice. It is the responsibility of the Contractor to submit detailed documentation by individual location and dates of service accomplished. This is to be attached to or made a part of their monthly invoice.

## **2.19. Invoices/Payments**

Invoices shall be received at the completion of each month of service. The City reserves the right to consider alternate invoicing. The contractor must correct incorrect invoices. Payment will not be processed until a corrected invoice is received. Payment shall be made within 30 days from the receipt of a correct invoice.

**BIDDER PROPOSAL PAGE**

**BIDDER NAME** \_\_\_\_\_

Bidder agrees to provide the products and services at the prices indicated below in full accordance with the terms, conditions, and specifications contained in this ITB.

			<b><u>Cost per Week</u></b>
1.	Palm Aire Village Park restroom 6401 NW 21 Avenue One set (men & women restrooms)	7 days per week one cleaning per day	\$ _____
	Estimated cleaning time(s) _____		
2.	South Beach 600 South A1A One set	7 days per week 3 cleanings per day	\$ _____
	Estimated cleaning time(s) _____		
3.	Floranda Park 5100 NE 14th Way One set	7 days per week one cleaning per day	\$ _____
	Estimated cleaning time(s) _____		
4.	Jimmy Everett Tennis Center 1200 S. Holiday Park Circle One set	7 days per week one cleaning per day	\$ _____
	Estimated cleaning time(s) _____		
5.	Mills Pond Park 2201 NW 9 Avenue One set	7 days per week one cleaning per day	\$ _____
	Estimated cleaning time(s) _____		
			\$ _____
			Total Cost per week
			X 52
			= \$ _____
			Total Annual Cost

**Have you bid on all locations? See paragraph 1.08 above.**

Describe the most recent project of this nature you have completed. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you ever failed to complete work awarded to you? \_\_\_\_ Yes \_\_\_\_ No  
If yes, state where and why.

\_\_\_\_\_

\_\_\_\_\_

Please indicate the length of time that your company has been providing this type of service. **Must be a minimum of at least two (2) years.**

\_\_\_\_\_ Years

Please indicate the number of employees available to perform the requirements of this contract:

\_\_\_\_\_ Workers and \_\_\_\_\_ Supervisors

Have you inspected the areas under consideration for award of contract prior to submitting this bid proposal?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Please provide at least three (3) references for which you have performed similar services in the past three years.

Company  
Name

Contact  
Person

Phone  
Number

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### CHECK LIST

\_\_\_\_ PLEASE INCLUDE THE ORIGINAL AND ONE COPY OF YOUR BID REPSONSE.

\_\_\_\_ ARE ALL SPACES FILLED IN WHERE NEEDED?

\_\_\_\_ IF YOU DESIRE TO RECEIVE A COPY OF THE COMPLETED BID TABULATION,  
PLEASE ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH YOUR BID  
OR VIEW IT AT <http://www.ci.fort-lauderdale.fl.us/purchasing/index.htm>